

**SECTION 741 - PLAYGROUNDS**  
**SPECIAL CONDITIONS**

**1. TIME FOR COMPLETION OF WORK AND LIQUIDATED DAMAGES**

The time limit for completion of all work shall be as follows:

**CALENDAR DAYS**

The construction completion days shall be consecutive calendar days beginning 10 days after the date given in the Contract Administrator's written notice to commence construction. If the Contractor refuses or fails to complete such work within the period herein above stated, subject to the condition named in the specifications and drawings, the Commission may deduct from final payment the sum of \$250.00 per day as fixed and agreed liquidated damages, but not as a penalty, for each calendar day delay after the expiration of such period until the final physical completion of the work and its acceptance by the Commission.

The contract shall be in effect for a term of ? calendar days from the start date specified in the Notice of Proceed. The Notice to Proceed will be issued only after the contract is fully executed.

The contract term includes: 1) a reasonable time to complete all work imposed by the contract inclusive of punch list work; 2) an allowance of time for weather related delays considering average climatic conditions during the term; and 3) an allowance for a 90 day retention period following completion of the work prior to final payment.

Failure to complete the work, or any part of the work, within the specified time constitutes a breach of contract which may result in termination or assessment of liquidated damages as provided by the contract.

**2. MINORITY, FEMALE AND DISABLED (MFD) SUBCONTRACTING LEVEL OF PARTICIPATION**

**An MFD subcontracting level of participation of 16% has been established for this IFB, because of IFB is deemed major procurement of Construction.** This IFB has significant subcontracting opportunities, and therefore, each Bidder must demonstrate compliance with the Commission's nondiscrimination in subcontracting program. A Nondiscrimination in Subcontracting Bid Form must be completed and signed by an authorized person in order to be deemed responsive.

3. **SUBCONTRACTING, OR ASSIGNING UTILIZATION REPORT**

Upon notice of apparent low bid, the Bidder shall be required to submit a detailed breakdown (type, amount, percentage of total project) of all work to be performed by the Bidder and each proposed Subcontractor. Once a contract has been awarded to the successful bidder, no portion of the resulting contract shall be subcontracted, assigned, or otherwise disposed of except upon written consent of the Commission's Contract Administrator. If a contract is awarded to the Bidder, the Bidder agrees to document the utilization of all subcontractors by completing a Subcontracting Utilization Report. This report documents payments made to Subcontractors for work performed in connection with the IFB and contract identified on this report. The report includes the Subcontractor's name, total contract amount, payments made this period, payment to date, and the total percentage paid. A copy of the report is attached. See the Forms Section J-4. If the Bidder is awarded a contract as a result of this IFB, submission of this report will be required with each request for payment.

4. **CONTRACTOR SITE INSPECTION**

The Contractor is responsible for inspecting the site and reviewing all on-site conditions prior to submitting a bid. No extras shall be paid for items as a result of the Contractor's failure to include obvious conditions in the bid proposal.

5. **ALTERNATE BID ITEMS**

Award will be made to the lowest responsive and responsible bidder. Alternate items may be substituted for base bid items depending on acceptable cost to the Commission and the budget available for the project. Alternate items are listed in order of decreasing priority and may be selected in addition to the base bid items, as funding permits. Failure to bid on any base or alternate bid may make the bid non-responsive. Bid bonds must cover the total of all based and alternate items.

6. **LIST OF APPROVED PLAYGROUND EQUIPMENT MANUFACTURERS**

The following manufacturers have been approved as suppliers for the equipment specified in this bid package. **Please note that although the drawings indicated equipment manufactured by Playworld Systems or Landscape Structures, they are used for illustrative purposes ONLY and do not preclude acceptance of other play equipment.** Equipment from manufacturers not listed below will need to be reviewed and approved by the Landscape Architect prior to the bid opening (Refer to Section 8, "Equal Products, Materials and Equipment, of Instruction to Bidders).

1. **PLAYWORLD SYSTEMS**

Playmakers

Approved for all equipment.

2. **BURKE, INC.**

Approved for all equipment except:  
Firetruck Climber

3. **LITTLE TIKES**

Kid Builders

Approved for all equipment except:  
Firetruck Climber

4. **MIRACLE**

Kid Choice

Approved for all equipment.

5. **GAMETIME**

Powerscape

Approved for all equipment except:  
Firetruck Climber

6. **LANDSCAPE STRUCTURES**

Playbooster

Approved for all equipment.

7. **TIMBERFORM**

Approved for all equipment except:  
Firetruck Climber

7. **STANDARDS AND WARRANTY**

Playground equipment shall be designed and manufactured to meet ASTM 1487 “Standard Consumer Performance Specification for Playground Equipment for Public Use” and the latest Consumer Project Safety Commission standards and guidelines for playground safety.

A. Playground equipment shall be provided with the following warranties:

1. For all powder coated metal components and hardware, and all vinyl coated metal components, a minimum ten-year warranty against structural failure due to corrosion, deterioration, or workmanship, excluding cosmetic issues.
2. For all rotationally molded low density polyethylene or high density extruded or molded polyethylene components, a minimum ten-year warranty against structural failure due to deterioration, or workmanship, excluding cosmetic issues.
3. For all moving parts, a minimum one year warranty against failure due to corrosion, deterioration, or workmanship.

B. The manufacturer's representative must be available during the installation. The vendors shall be required to be available on a 48-hour notice for periodic inspections and instructions as needed.

## **8. CONTRACTOR QUALIFICATIONS**

The Bidder shall satisfy the Commission that he/she has been regularly engaged in the particular skills required to perform grading and installation of play equipment for at least five (5) years and have established a successful performance record of completed work on projects of similar size and nature.

The Bidder and each proposed subcontractor must submit references reflecting that they have completed at least three (3) similar projects in the last five (5) years incorporating all of the following categories of work:

- ◆ Grading
- ◆ Installation of play equipment

Installers of the play equipment must be certified as installers by the appropriate play equipment manufacturer.

## **9. QUANTITIES**

All quantities noted on the bid forms are estimated quantities only and were taken from available records for the purpose of obtaining a bid price. The quantities for those items may be increased or decreased without any

adjustment to the contract unit price. The Contractor will not be allowed to submit a claim against the Commission for any adjustment to the contract unit price should item(s) be increased or decreased or eliminated.

**10. UNSUITABLE MATERIALS**

Serpentine origin stone (CR-6, DGA, Stone Dust #2, #6, and any other crushed stone) shall **not** be used on any Park projects (roads, parking lots, playgrounds, trails, warning trails, warning tracks, shoulders) where the stone is not covered with asphalt or concrete. No exception will be allowed.

**11. SUPERINTENDENT OR SITE SUPERVISOR REQUIRED**

Pursuant to Section 3, Paragraph 3.4, Cooperation by Contractor, of the General Conditions, the Contractor shall assign a competent Superintendent or Site Supervisor to this project who shall be on the project site at all times while work is in progress, and who shall have full authority on behalf of the Contractor, to execute the orders or directions of the Construction Manager without delay, and to promptly supply such materials, equipment, tools, labor and incidentals as may be required for the performance of the work in a timely and efficient manner.

**12. INSPECTION AND ACCEPTANCE**

During construction, the installation of the play equipment will be inspected by the M-NCPPC Construction Manager, M-NCPPC Play Equipment Inspector, or his/her representative, at least once a week. Progress of the operation will be noted in the work report of this project. Unexplained and /or unnecessary delays in the progress of the work will be noted and written notification will be issued to the Contractor. Play structures will be accepted only upon written approval of a M-NCPPC Play Equipment Inspector.

**13. SHOP DRAWINGS**

Prior to ordering play equipment, the shop drawings will be submitted to the M-NCPPC Construction manager for approval and selection of colors. The Construction Manager is to be provided four (4) full and complete sets of shop drawings from the manufacturer of the play equipment. No equipment shall be ordered prior to receiving the approval of the M-NCPPC Construction Manager. The drawings will show the safety zones around each piece of equipment.

**14. SAFETY**

The contractor shall take all necessary and required safety precautions before and during construction of each playground. All work must meet all safety requirements.

**15. INSURANCE**

The provisions of Contractor's Liability Insurance and Contractor's Fire and Extended Coverage Insurance of the General Conditions shall be strictly adhered to.

**16. MAINTENANCE KIT**

The maintenance kit, that is supplied by the manufacturer with each structure that is installed, shall be relinquished by the contractor to M-NCPPC as the owner of the equipment. This kit includes owner's manual, spare hardware, spare parts, special tools and touch-up paint.

**17. APPLICABLE GUIDELINES**

All equipment shall meet the guidelines issued by the Consumer Product Safety Commission in their handbook for "Public Playground Safety", ASTM, and the Americans with Disability Act (ADA) requirements. Only new equipment shall be accepted. Old stock will not be accepted. All equipment shall meet the current guidelines for ASTM and the ADA requirements. Violation of these safety zones will be cause for rejection of the work. The footprint of the equipment ordered shall fit the footprint of the equipment as shown on the plans.

The manufacturer's representative for the equipment offered shall include proof of the ASTM verification and include certification from an independent third party (such as IPEMA) which tested for compliance with relevant ASTM guidelines.

**18. LEAD PAINT**

Lead paint shall not be used, and will not be accepted on any structure that is painted.

**19. REPAIRS AND REPLACEMENTS**

The Contractor shall be responsible for all repairs and replacements of any equipment, tools and/or materials if damaged or removed from the construction site due to any act of vandalism or negligence.

**20. SEEDING AND SODDING ITEMS**

Any washouts, riling, or other problems occurring in slopes, swales or any other sodded areas shall be repaired or re-sodded by the Contractor solely at his/her own expense, until such time as each park is accepted and physically taken over by the Commission for use and regular maintenance.

**21. UNDERGROUND UTILITIES**

It shall be the responsibility of the Contractor to call Miss Utility (1-800-257-7777), before start of work for stake out of any underground utilities and M-NCPPC Central Maintenance to determine other on-site utilities at (301) 670-8009.

**22. COMPLETED WORK**

The Construction Manager will deem all work 100% complete after the Contractor has satisfactorily completed all of the punch list items.

**23. PAYMENT APPLICATIONS**

All Applications for Payment must be pre-approved for quantity, item by item, by the Inspector and Contractor, before an invoice is submitted to the Construction Manager for payment. Any invoice submitted to the Construction Manager without following this procedure will be returned to the Contractor via U.S. mail.

**24. GENERAL CONDITIONS**

The Contractor is advised that all of the General Conditions are binding, and therefore advised to review the General Conditions, Section D, regarding the Commission's policy regarding definitions and responsibilities, scope of work, control of work, control of materials, legal relationships and responsibilities, prosecution and performance, and payment of construction contracts and associated work.